The Fettes Foundation Spens’ Bursary Fund Raffle

Rules of Play (p1-2)

and

The Fettes Foundation Spens’ Bursary Fund Raffle

Terms and Conditions (p3-6)

The Fettes Foundation Spens’ Bursary Fund Raffle

Rules of Play

1. The Fettes Foundation is licenced under the Gambling Act 2005 by the Gambling Commission to operate a Large Society Lottery and holds a non-remote and remote lottery operating licence (Operating Licences Numbers 000-048406-N-326420-001 and 000-048406-R-326419-001 respectively). Both licenses are subject to the condition that proceeds from lotteries in any given year do not exceed £100,000.

2. The Prize is a Navy Blue 1974 Rolls Royce Silver Shadow Mark I. The Prize is not negotiable or transferable.

3. The terms and conditions of the Lottery may be accessed on the Fettes Foundation website at www.fettescommunity.com/event/rollsroyceraffle. By purchasing a ticket, participants agree to be bound by the terms and conditions. Terms defined in the terms and conditions are applicable in the Rules of Play.

4. The Price of one ticket will be £100. Full payment must be received before the ticket will be entered into the Draw. Tickets are strictly non-refundable and no cash equivalent may be claimed.

5. The Lottery is open to people in Great Britain only (please note this excludes Northern Ireland. Tickets can only be sold by and to those who have reached the age of 18 on the date of purchase.

6. Tickets cannot be purchased by Trustees of the Fettes Foundation, by Governors of The Governors of the Fettes Trust (Fettes College), or by any employees of The Governors of the Fettes Trust, including its trading subsidiaries.
Tickets will be available for purchase online using a secure online payment portal on the Fettes Foundation website: www.fettescommunity.com/event/rollsroyceraffle or on the telephone on 0131 311 4758 from 13 June 2017 to 27 June 2017. When a ticket is purchased remotely, a copy of the ticket will be sent to the Participant’s address.

Tickets will be available for face-to-face purchase, subject to availability, at Fettes College Sport’s Day on 30 June 2017, which will be (the “Draw Date”). The Draw will take place at the end of Sports Day by 5pm.

The winner of the Prize will be determined by way of a blind draw from a tombola or similar method (“the Draw”) at Sports Day on 30 June 2017 (the “Draw Date”). The result of the Draw will be final. The Promoter anticipates that the person making the Draw will be an independent third party. Nicola Pickavance, Director of Development, whom failing Graham Burns, Company Secretary, will observe the Draw together with another independent third party.

Participants in the Lottery do not need to be present at the Draw to win the Lottery. If the winner of the Lottery is not present at the Draw, the winner will be contacted using the contact details provided at point of purchase of the ticket.

The Promoter will make reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 30 days of the Draw Date, the Promoter reserves the right to determine a replacement winner by way of a secondary draw. The secondary draw will be by way of a blind draw from a tombola or similar method by an independent third party. Nicola Pickavance, Director of Development, whom failing Graham Burns, Company Secretary, will observe the secondary draw together with another independent third party.

12th June 2017
The Fettes Foundation Spens’ Bursary Fund Raffle

Terms and Conditions

1. The Lottery

1.1 The Spens’ Bursary Fund Raffle (the “Lottery”) will be promoted by and on behalf of The Fettes Foundation a registered charity in Scotland (Number SC028350) and a registered company limited by guarantee (Number SC189253). (the “Promoter”).

1.2 The Promoter is licenced under the Gambling Act 2005 by the Gambling Commission to operate a Large Society Lottery and holds a non-remote and remote lottery operating licence (Operating Licences Numbers 000-048406-N-326420-001 and 000-048406-R-326419-001 respectively). Both licenses are subject to the condition that proceeds from lotteries in any given year do not exceed £100,000.

1.3 Nicola Pickavance, Director of Development, and Graham Burns, Company Secretary, will be responsible for the promotion of the Lottery on behalf of the Promoter.

2. Prize

2.1 The Prize is a Navy Blue 1974 Rolls Royce Silver Shadow Mark 1, registration number TSN 653M (the “Prize”). The Prize is not negotiable or transferable and no cash equivalent may be claimed.

3. Tickets

3.1 By purchasing a ticket, you are agreeing to be bound by these terms and conditions.

3.2 The price of one ticket will be £100. An individual that purchases a ticket will be a Participant in the Lottery (“Participant”). Full payment must be received before the ticket will be entered into the draw. Tickets are strictly non-refundable.

3.3 The Lottery is open to people in Great Britain only (please note this excludes Northern Ireland). Tickets can only be sold by and to those who have reached the age of 18. Participants may not buy tickets for any person who is under the age of 18 on the date of purchase. Tickets cannot be purchased by Trustees of the Fettes Foundation, by Governors of The Governors of the Fettes Trust (Fettes College), or by any employees of The Governors of the Fettes Trust, including its trading subsidiaries.

3.4 Tickets will be available for purchase online using a secure online payment portal on the Fettes Foundation website: www.fettescommunity.com/event/rollsroyceraffle or on the telephone on 0131 311 4758 from 13 June 2017 to 27 June 2017. When a ticket is purchased remotely, a copy of the ticket will be sent to the Participant’s address.

3.5 Tickets will be available for face-to-face purchase, subject to availability, at Fettes College Sports Day on 30 June 2017, which will be (the “Draw Date”). The Draw will take place at the end of Sports Day by 5pm.

3.6 When a ticket is purchased, Participants will be required to provide the Promoter with contact details so that the Promoter may contact the winning Participant if the winning Participant is not present at the Draw.
4. The winner of the Prize will be determined by way of a blind draw from a tombola or similar method (“the Draw”) at Sports Day on 30 June 2017 (the “Draw Date”). The result of the Draw is final. The Promoter anticipates that the person making the Draw will be an independent third party. Nicola Pickavance, Director of Development, whom failing Graham Burns, Company Secretary, will observe the Draw together with another independent third party.

4.1 Participants in the Lottery do not need to be present at the Draw to win the Lottery. If the winner of the Lottery is not present at the Draw, the winner will be contacted using the contact details provided at point of purchase of the ticket.

4.2 Participants are solely responsible for providing the Promoter with their accurate and up-to-date contact details. The Promoter will be in no way liable for any failure or inability to contact the winning Participant due to any errors, omission, or inaccuracies in the contact details that the Participant has provided. In the event that a Participant changes their contact details, they will be solely responsible for advising the Promoter of the change.

4.3 The Promoter will make reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 30 days of the Draw Date, the Promoter reserves the right to determine a replacement winner by way of a secondary draw. The secondary draw will be by way of a blind draw from a tombola or similar method by an independent third party. Nicola Pickavance, Director of Development, whom failing Graham Burns, Company Secretary, will observe the secondary draw together with another independent third party.

4.4 The Promoter does not accept any responsibility if the winning Participant is not able to take up the Prize.

4.5 The Prize may not be claimed by a third party on the winning Participant’s behalf.

5. Liability

5.1 Subject to the applicable law, the Promoter accepts no liability for:

a) Tickets that are lost, mislaid, damaged, lost in transit, irrespective of cause;

b) Any delays or failures in the postal service or other delivery methods used by the Promoter or any Participant from time to time;

c) Any delays or failures in any systems used by the Promoter or the Participant to transmit e-mails;

d) Any failure in any software or other systems used by the Promoter for the administration of the Lottery;

e) Any delays or failures in the banking system used by the Promoter or the Participant; or

f) Any event beyond the reasonable control of the Promoter.

5.2 Subject to the applicable law, the Promoter shall not be liable in contract, negligence or otherwise for any indirect or consequential loss suffered by you in relation to your
participation in the Lottery (including loss of the opportunity to enter the Lottery and / or the chance of winning a prize).

5.3 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.

5.4 The Participant’s statutory rights are not affected.

5.5 The Promoter gives no warranty as to the value, condition, safety or roadworthiness of the Prize. The Participant shall be responsible for ensuring that the Prize is checked by a suitable qualified professional mechanic prior to use. The winner or their nominated driver shall be responsible for obtaining insurance and road tax and may be called upon by the Promoter to produce evidence of this prior to driving the car.

6. Complaints

6.1 Any complaints relating to the Lottery should be sent in writing to the Promoter for the attention of Graham Burns, Company Secretary, whom failing Nicola Pickavance, Director of Development, giving full details of the complaint and supporting documentation.

7. Data Protection and Publicity

7.1 Any personal information collected from the Participants will be used lawfully in accordance with the Data Protection Act 1998 and the Foundation’s Data Protection Policy. By entering the Lottery, each Participant agrees that any personal information provided by them may be held and used by the Promoter or its agents to administer the Lottery or to update Participants existing records if they are a member of the Fettes Community.

7.2 If you are the winner of the Lottery, you agree that the Promoter may use your name and image for any reasonable and related promotional purposes.

8. Responsible Gambling

This Lottery is a form of gambling. GambleAware is a registered charity that provides information about responsible gambling and offers guidance as to how to understand and recognise problem gambling. The GambleAware website is http://www.begambleaware.org/. To talk to someone about a gambling problem please contact the National Gambling Freephone Helpline on 0808 8020 133.

9. Self-Exclusion

9.1 Should you feel you have issues with problem gambling and wish to be self-excluded from the Lottery please contact Nicola Pickavance, Director of Development by email to n.pickavance@fettes.com or by telephone to 0131 311 6960, whom failing Graham Burns, Company Secretary by email to g.burns@fettes.com or by telephone to 0131 311 6745 and request a self-exclusion form. There is a minimum period of 6 months self-exclusion and a
maximum of 5 years. The Promoter will not target you with marketing information relating to gambling during this self-exclusion period.

10. General

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude any Participant from participating in the Lottery.

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Lottery where it becomes necessary to do so but shall do so only in accordance with any applicable law.

10.3 These terms and conditions shall be governed by Scots law, and the parties submit to jurisdiction of the courts of Scotland.

12th June 2017